

U.S. General Services Admin.
Memorandum of Agreement Among
the GSA, ACHP, CA SHPO, on Seismic
Repair, Strengthening & Rehabilitation of
Historic Properties in San Francisco,
1992

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PROGRAMMATIC AGREEMENT
AMONG

THE GENERAL SERVICES ADMINISTRATION,
THE ADVISORY COUNCIL ON HISTORIC PRESERVATION,
AND THE CALIFORNIA STATE HISTORIC PRESERVATION OFFICER
REGARDING THE SEISMIC REPAIR, STRENGTHENING AND
REHABILITATION OF HISTORIC PROPERTIES IN SAN FRANCISCO

WHEREAS, the General Services Administration, Region 9, (GSA) has determined that earthquake damage repair, seismic strengthening and rehabilitation of the United States Customhouse, 555 Battery Street, San Francisco; Federal Office Building, 50 United Nations Plaza, San Francisco; and the United States Court of Appeals, 7th and Mission Streets, San Francisco (historic properties) may have an effect upon properties included in or eligible for inclusion in the National Register of Historic Places (NRHP) and has consulted with the Advisory Council on Historic Preservation (Council) and the California State Historic Preservation Officer (SHPO) pursuant to Section 800.13 of the regulations (36 CFR Part 800) implementing Section 106 of the National Historic Preservation Act (16 USC 470f);

NOW, THEREFORE, the GSA, the Council and the SHPO agree that the repair, seismic strengthening and rehabilitation of the historic properties listed above shall be administered in accordance with the following stipulations to satisfy the GSA's Section 106 responsibilities for all individual aspects of the undertakings covered by this Programmatic Agreement (PA).

STIPULATIONS

The GSA shall ensure that the following measures are carried out.

1. The GSA shall ensure that repair, seismic strengthening and rehabilitation of the historic properties listed above will be designed to be compatible with the historic and architectural qualities of these properties and shall be carried out in accordance with the plans listed in Appendix A, subject to review of those plans, as described in Stipulation 5, below.
2. The GSA shall ensure that every reasonable effort is made to meet the Secretary of the Interior's Standards for Rehabilitation and Guidelines for Rehabilitating Historic Buildings (Standards), or applicable portions of the Standards, in developing the plans for repair, seismic strengthening and rehabilitation. The GSA shall prepare a written explanation for the Council and the SHPO describing the extent to which the Standards have been applied to each undertaking and identifying any specific conditions or constraints that may prevent the prudent, feasible and reasonable use of the Standards.

At its option, the GSA may include this information as part of documentation prepared to demonstrate the overall reasonableness of a recommended alternative, taking into account historic preservation as well as life-safety and economic considerations. This information shall be

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submitted by the GSA to the Council and the SHPO together with the 50% working drawings and specifications cited in Stipulation 5, below.

Failure of the Council or the SHPO to respond within 30 days of receipt of the the documentation noted above shall not preclude the GSA from proceeding with the submitted plans and specifications.

3. The GSA shall make every reasonable attempt to minimize unnecessary removal or alteration of architectural materials and features that define and express the historic character and significance of the historic properties by exploring a range of codes, methods and guidelines before recommending alternatives. Such codes, methods and guidelines shall include but are not limited to the California State Historical Building Code, and the Uniform Code For Building Conservation. Information contained in the relevant Historic Structures Reports and Historic Building Preservation Plans which identify the historic qualities and values of the historic properties should be incorporated into this planning effort.

4. The GSA shall ensure that a California state-licensed structural engineer (S.E.) and an historic architect who, at a minimum, meets the Secretary of the Interior's Professional Qualifications Standards (48 FR 44738-9) for historic architecture, will be included in the design teams working on each historic property. The structural engineer (S.E.) shall possess the appropriate California state license and shall have demonstrated professional experience in the seismic rehabilitation of historic structures. For purposes of this stipulation, historic structures means any structure or collection of structures deemed of importance to the history, architecture or culture of an area by an appropriate local or state governmental jurisdiction. This includes properties listed in or eligible for listing in the NRHP, State Historical Landmarks, State Points of Historical Interest and city, county or state registers and inventories of historically or architecturally significant structures. The design teams' historic architect and structural engineer will review and provide guidance to the A/E's design efforts and provide construction observation services. The design teams are also responsible for reviewing the scope of all construction change orders. The GSA shall also ensure than an historic architect who meets the professional qualifications standards cited above and a civil engineer (P.E) will be included in the construction management team to provide technical expertise for testing.

5. The GSA shall ensure that the SHPO and the Council are afforded the opportunity to review final design concepts and 50% working drawings and specifications, as listed in Appendix A, for these undertakings. The SHPO and the Council may request the GSA for an opportunity to review and comment on additional plans and specifications and the GSA shall honor any such request. Alternatively, the GSA may request the SHPO and the Council to review and comment on additional plans and specifications. Failure of the SHPO or the Council to respond within 30 days after receipt of any plans and specifications shall not preclude the GSA from implementing such plans and specifications.

6. The GSA shall notify the SHPO and the Council in timely fashion whenever modifications to plans and specifications already reviewed by the SHPO or the Council may result in adverse effects to architectural materials and features that define and express the historic character and significance of the historic properties. Adverse effects are listed and defined in

A very faint, grayscale background image of a classical building, possibly a temple or a government building, featuring multiple columns and a triangular pediment at the top. The image is out of focus and serves as a subtle backdrop for the text.

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Section 800.9(b) of the Council's regulations. Failure of the SHPO or the Council to respond within 10 days after receipt of a notification documenting modifications shall not preclude the GSA from implementing such modifications. Should the SHPO or the Council respond within this time period, the GSA shall take the comments of the SHPO and the Council into account in deciding whether to proceed with the proposed modifications.

In order to avoid inadvertent construction delays or other circumstances that could unreasonably escalate the cost of the undertakings, it is agreed that this stipulation shall be exempt from the provisions of stipulations 7 and 12, below.

7. If the GSA determines that the recommended approaches in the Standards cannot be implemented for any aspect of the undertakings covered by this PA, the GSA and the SHPO shall immediately consult to determine if prudent and feasible alternatives exist that would avoid, reduce or mitigate any adverse effects. If within 15 days after this consultation begins, the GSA and the SHPO cannot agree upon prudent and feasible alternatives that would avoid, reduce or mitigate adverse effects, the GSA shall immediately submit the matter to the Council in accordance with stipulation 12 (Dispute resolution), below.

8. The SHPO and the Council may monitor activities carried out pursuant to this PA, and the Council will review such activities if so requested. The GSA will cooperate with the SHPO and the Council in carrying out their monitoring and review responsibilities. The SHPO and the Council shall give the GSA a minimum of 24 hours notice of their intent to monitor on-site activities carried out pursuant to this PA.

9. At any time during implementation of the measures stipulated in this agreement, should an objection to any such measure or its manner of implementation be raised by a member of the public, the GSA shall take the objection into account and consult as needed with the objecting party, the SHPO and, if necessary, the Council to resolve the objection.

10. If any party to this PA determines that its terms cannot be met or believes an amendment or addendum is necessary, that party shall immediately request the consulting parties to consider an amendment or addendum to the PA. Such amendment or addendum shall be executed in the same manner as the original PA. No amendment or addendum to this PA will go into effect without written concurrence of all consulting parties.

11. Any party to this PA may terminate it by providing 30 days notice to the other parties, provided that the parties will consult during the period prior to termination to seek agreement on amendments or other actions that would avoid termination. In the event of termination, the GSA will comply with 36 CFR 800.4 - 800.6 with regard to individual undertakings covered by this PA.

12. Should the SHPO or the Council object within 30 days to any actions pursuant to this PA, the GSA shall consult with the objecting party to resolve the objection. If the GSA determines that the objection cannot be resolved, the GSA shall forward all documentation relevant to the dispute to the Council. Within 30 days after receipt of all pertinent documentation, the Council will either:

- a. provide the GSA with recommendations which the GSA will take into account in reaching its final decision regarding the dispute; or
- b. notify the GSA that it will comment pursuant to 36 CFR 800.6(b) and proceed to comment. Any Council comment provided in response to such a request will be taken into account by the GSA in accordance with 36 CFR 800.6(c)(2) with reference to the subject of the dispute.

Any recommendation or comment provided by the Council will be understood to pertain only to the subject of the dispute; the GSA's responsibility to carry out all actions under this PA that are not the subject of the dispute will remain unchanged.

13. In the event the GSA does not carry out the terms of this PA, the GSA will comply with 36 CFR 800.4 - 800.6 with regard to individual undertakings covered by this PA.

14. Each undertaking to which this PA applies will have its own date of substantial completion of construction. This PA shall therefore expire and be of no further force and effect, as to each undertaking, on that undertaking's substantial completion date. The GSA shall promptly notify the SHPO and the Council when construction of each undertaking has been substantially completed.

15. All 'days' referred to in this Agreement are deemed to be 'calendar days', including all federal, State and local holidays.

Execution and implementation of this Programmatic Agreement evidences that the GSA has satisfied its Section 106 responsibilities for all individual undertakings of this earthquake damage repair, seismic strengthening and rehabilitation program.

ADVISORY COUNCIL ON HISTORIC PRESERVATION

By: John M. Fowler Date: 12/2/92
 Title: Dep. Ex. Director

GENERAL SERVICES ADMINISTRATION, REGION 9

By: J. J. Kane Date: 12/8/92
 Title: Dep. Asst. Rep. Admin., PBS

CALIFORNIA STATE HISTORIC PRESERVATION OFFICER

By: Stade R. Craig

Date: December 8, 1992

PROGRAMMATIC AGREEMENT - GSA, ACHP,
CA SHPO, ON SEISMIC REPAIR, STRENGTHENING AND
REHABILITATION OF HISTORIC PROPERTIES IN SAN FRANCISCO

APPENDIX A

LIST OF PLANS AND SPECIFICATIONS SUBJECT TO REVIEW, BY PROPERTY

Plans and specifications subject to review under this Programmatic Agreement include, but may not necessarily be limited to the following:

1. U.S. Customhouse, 555 Battery Street, San Francisco.
 - A. Final Design Concepts
 - B. 50% Working Drawings
2. Federal Office Building, 50 United Nations Plaza, San Francisco.
 - A. Final Design Concepts
 - B. 50% Working Drawings
3. U.S. Court of Appeals, 7th and Mission, San Francisco.
 - A. Final Design Concepts
 - B. 50% Working Drawings

